

Schedule 1

Requirements under the Act

The Parties acknowledge and agree that the table set out below provides for certain terms, conditions and procedures for the purpose of the document complying with the Act.

Table 1 – Requirements under section 93F of the Act (clause 7)

Provision of the Act	This document
Under section 93F(1), the Landowners and the Developer have:	
(a) sought a change to an environmental planning instrument.	(a) Yes
(b) made, or proposes to make, a development application.	(b) Yes
(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.	(c) No
Description of the land to which this document applies- (Section 93F(3)(a))	The whole of the Land described in Schedule 2 .
Description of the development to which this document applies- (Section 93F(3)(b)(ii))	The Development as defined in clause 4 .
The scope, timing and manner of delivery of Development Contributions required by this document - (Section 93F(3)(c))	See Schedule 3 .
Applicability of Section 94 of the Act - (Section 93F(3)(d))	The application of section 94 is not excluded in respect of any part of the Development.
Applicability of Section 94A of the Act - (Section 93F(3)(d))	The application of section 94A is not excluded in respect of any part of the Development.
Applicability of Section 94EF of the Act - (Section 93F(3)(d))	The application of section 94EF is wholly excluded in respect of any part of the Development.

Provision of the Act	This document
Applicability of Section 93F(3)(e) of the Act	Any benefits under this Agreement for a Public Purpose may be taken into consideration in determining a Development Contribution under section 94 of the Act.
Mechanism for Dispute resolution - (Section 93F(3)(f))	See clause 9 .
Enforcement of this document - (Section 93F(3)(g))	See clauses 8, 10, Schedule 3 (clauses 3.2(c), 3.3 and 3.4) and Schedule 4 .
No obligation to grant consent or exercise functions - (Section 93F(9))	See clause 21.7 .

Table 1 – Other Matters

Provision of the Act	This document
Registration of this document (Section 93H)	Yes – see clause 8
Whether this document specifies that certain requirements must be complied with before a construction certificate is issued (Clause 25E(2)(g) of the Regulation)	Yes
Whether this document specifies that certain requirements must be complied with before an occupation certificate is issued (Clause 25E(2)(g) of the Regulation)	No
Whether this document specifies that certain requirements must be complied with before an subdivision certificate is issued (Clause 25E(2)(g) of the Regulation)	Yes

Schedule 2

Land

Item	Contribution Area	Lot and Deposited Plan	Folio Identifier	Landowner
1	Contribution Area 1	Lot 16 in DP225350	16/225350	The Trust Company Limited as custodian for the Carter Street Trust
		Lot 17 in DP225350	17/225350	
		Lot 18 in DP225350	18/225350	
		Lot 19 in DP225350	19/225350	
		Lot 23 in DP225350	23/225350	
		Lot 24 in DP225350	24/225350	
		Lot 200 in DP1160458 (the EnergyAustralia Land)	200/1160458	
2	Contribution Area 2	Part Lot 25 in DP225350	25/225350	The Trust Company Limited as custodian for the Carter Street Trust
		Part Lot 2 in DP234801	2/234801	The Trust Company Limited as custodian for the IBC Trust
3	Contribution Area 3	Part Lot 2 in DP234801	2/234801	The Trust Company Limited as custodian for the IBC Trust
4	Contribution Area 4	Part Lot 2 in DP234801	2/234801	The Trust Company Limited as custodian for the IBC Trust
		Lot 27 in DP225350	27/225350	
		Lot 28 in DP225350	28/225350	
		Lot 301 in DP541070	301/541070	The Trust Company Limited as custodian for

Item	Contribution Area	Lot and Deposited Plan	Folio Identifier	Landowner
				the Hill Road Trust
5	Contribution Area 5	Part Lot 25 in DP225350	25/225350	The Trust Company Limited as custodian for the Carter Street Trust
		Lot 26 in DP225350	26/225350	The Trust Company Limited as custodian for the IBC Trust
		Part Lot 2 in DP 234801	2/234801	

Schedule 3

Development Contributions

1 Development Contributions

The Developer and the Landowners undertake to provide the Development Contributions in accordance with the table below:

Column 1	Column 2	Column 3
Development Contribution	Value	Timing
Contribution Amount: payment of monetary contributions by the Developer or the relevant Landowner to the Minister.	\$100 per square metre of Allowable GFA, indexed in accordance with clause 2.2 of this Schedule.	In accordance with clause 2.3(a) of this Schedule.
Dedication of Education Land: transfer of the Education Land to the Minister or the Minister's nominee.		In accordance with clause 3.1(c) of this Schedule.

2 Contribution Amount

2.1 Calculation of the value of the Contribution Amount

Each Contribution Amount will be an amount equal to the sum represented by "A" in the following formula:

$$A = N \times \$100 \text{ (indexed in accordance with clause 2.2 of this Schedule).}$$

Where "N" is the number of square metres of Allowable GFA comprised in the land within the relevant Contribution Area.

2.2 Indexation

The value of the Monetary Contributions amount set out in Column 2 of the Table included at **clause 1** of this Schedule is to be subject to annual indexation at the commencement of each financial year to reflect any increase in the CPI, from the date of this Agreement until paid.

2.3 Delivery of Contribution Amounts

- (a) Subject to **clause 2.3(b)** of this Schedule, the Developer or the relevant Landowner must pay to the Minister or the Minister's nominee the Contribution Amount for all of the Allowable GFA within a Contribution Area prior to:
 - (i) the issue of any Planning Approval in respect of any part of that Contribution Area; or
 - (ii) the issue of any Complying Development Certificate, Construction Certificate or Subdivision Certificate in respect of any part of the Land within that Contribution Area,whichever is the earlier.
- (b) Notwithstanding **clause 2.3(a)** of this Schedule, neither the Developer nor the Landowners will be required to pay any Contribution Amount prior to the issue of any Planning Approval, Complying Development Certificate, Construction Certificate or Subdivision Certificate for:
 - (i) alterations or additions to any existing approved development or use of any part of the Land, being a development or use having the benefit of a Planning Approval that is valid and operative as at the date of commencement of this document;
 - (ii) a modification under section 96 of the Act to any existing approved development or use of any part of the Land, being a development or use having the benefit of a Planning Approval that is valid and operative as at the date of commencement of this document;
 - (iii) fitout or alterations to fitout of any buildings existing on any part of the Land as at the date of commencement of this document, provided that such fitout is not for the purposes of residential use of such buildings;
 - (iv) subdivision of the Land for the purpose of creating a Contribution Area and any roads which are required to be created for the purpose of creating a Contribution Area as identified on the Plan;
 - (v) subdivision of Contribution Area 3 for the purpose of creating a separate title for the Education Land as identified on the Plan;
 - (vi) Remediation of the Education Land in accordance with the terms of this document; or
 - (vii) any other purpose, but only with the prior written consent of the Minister, which may be withheld by the Minister in his absolute discretion.
- (c) The Contribution Amounts are made for the purpose of this Schedule when cleared funds are deposited by means of electronic funds transfer into a bank account nominated by the Minister.
- (d) Either the Developer or the relevant Landowner is to give the Minister not less than 20 Business Days written notice of:

- (i) its intention to pay a Contribution Amount; and
 - (ii) the amount proposed to be paid.
- (e) Neither the Developer nor the Landowners are required to pay a Contribution Amount under this document until the Minister, after having received a notice under **clause 2.3(d)**, has given to the Developer or relevant Landowner (as applicable) a tax invoice for the amount of the contribution that the Developer or the relevant Landowner intends to pay.
- (f) Neither the Developer nor the Landowners may request from the Secretary a Satisfactory Arrangements Certificate in respect of any part of the Land until such time as:
 - (i) the obligation to make a monetary contribution under this Schedule in respect of that part of the Land has been satisfied in accordance with the requirements in this document; and
 - (ii) the Minister or his Department has provided written confirmation that this obligation has been so satisfied.

3 Dedication of Education Land

3.1 Transfer obligations

- (a) The Third Landowner must dedicate, and (while the Third Landowner owns the Education Land) the Developer must procure dedication of, the Education Land to the Minister or the Minister's nominee for a consideration of \$1.
- (b) Dedication of the Education Land is made for the purposes of **clause 3.1(a)** of this Schedule when the Minister is given a form of transfer, executed by the Third Landowner and in registrable form under the *Real Property Act 1900* (NSW), that is effective to transfer title to the Education Land to Minister or the Minister's nominee when registered.
- (c) The Third Landowner must provide to the Minister, and the Developer must procure provision of, the form of transfer referred to in **clause 3.1(b)** of this Schedule:
 - (i) subject to **clause 3.1(c)(ii)** of this Schedule, within 30 Business Days of 9 September 2026; or
 - (ii) where the leases that are registered on the Education Land as at the date of this document expire, are surrendered or are terminated (**Termination Date**) on a date earlier than 9 September 2025, within 12 months of the Termination Date.
- (d) To allow for the registration of the form of transfer referred to in **clause 3.1(b)** of this Schedule, the Third Landowner must do, and the Developer must procure, the following:

- (i) cause the certificate(s) of title for the Education Land to be produced to the LPI or provide a direction allowing the certificate(s) of title to be used for that purpose;
- (ii) give to the Minister an irrevocable undertaking to deliver to the Minister or the Minister's nominee the certificate(s) of title if the certificate(s) are released to the Landowner by the LPI; and
- (iii) take any other necessary action to give effect to the transfer of the title of the Education Land to the Minister or the Minister's nominee free of all above ground improvements on the Education Land, including without limitation the concrete slab constructed on the Education Land, and all encumbrances (including any leases, mortgages, easements, covenants and voluntary planning agreements, but excluding statutory easements) and affectations (including any charge or liability for rates, taxes and charges) other than service easements or such other improvements or encumbrances as agreed with the Minister,

and the Minister agrees to execute, or procure execution by the Minister's nominee of, the form of transfer referred to in **clause 3.1(b)** of this Schedule and all other documents necessary to give effect to the transfer of title of the Education Land to the Minister or the Minister's nominee promptly upon provision of the form of transfer to the Minister under **clause 3.1(b)** of this Schedule, and to provide any other information within the Minister's knowledge which is reasonably required by the Third Landowner to enable the provision of servicing of the Education Land referred to in **clause 3.1(f)(ii)** of this Schedule subject to the Third Landowner's compliance with the Remediation obligations under **clause 3.2** of this Schedule.

- (e) Where the Education Land is dedicated to the Minister's nominee, the Third Landowner or the Developer must give the Secretary copies of the title search(es) for the Education Land showing the Minister's nominee as the registered proprietor of the Education Land within 10 Business Days of the relevant transfer being registered.
- (f) The Third Landowner must:
 - (i) pay all rates and Taxes owing in respect of the Education Land up to and including the date that the Third Landowner delivers the form of transfer and certificate(s) of title for the Education Land pursuant to **clause 3.1(b)** and **clause 3.1(d)** of this Schedule, after which time the Minister or the Minister's nominee will be responsible for any rates and Taxes in relation to the Education Land; and
 - (ii) prior to delivery of the form of transfer and certificate(s) of title for the Education Land pursuant to **clause 3.1(b)** and **clause 3.1(d)** of this Schedule and, at its cost, ensure and provide evidence to the Minister that the Education Land is serviced by roads, sewer, water, electricity and communications of a size and capacity that is

suitable for the operation of a primary school including for public sports and playing fields on the Education Land, subject to the requirement or permission of any servicing agency.

3.2 Remediation obligations

- (a) The Third Landowner must, prior to providing the form of transfer referred to in **clause 3.1(b)** of this Schedule, undertake the Remediation Works referred to in **clause 3.2(b)** of this Schedule and provide to the Minister a Site Audit Statement which certifies that the Education Land is suitable for the proposed uses of a primary school and public sports and playing fields, either unconditionally or subject to conditions which are acceptable to the Minister acting reasonably.
- (b) In this clause, Remediation Works means the Remediation of any Contamination over, on, under, above or migrating through or from the Education Land, including by:
 - (i) undertaking Remediation in accordance with any remedial action plan or voluntary management proposal relating to the Contamination or Remediation of the Education Land;
 - (ii) undertaking Remediation in accordance with the conditions of all approvals and/or licences required to be obtained from any Authority in order to complete the Remediation of the Education Land in accordance with the remedial action plan or any voluntary management proposal relating to the Contamination or Remediation of the Education Land;
 - (iii) engaging a Site Auditor to oversee the Remediation of the Education Land;
 - (iv) obtaining and complying with the conditions of any approvals and/or licences required to be obtained under any Environmental Law; and
 - (v) complying with the requirements, notices and directions issued or administered by any Authority in respect of Contamination of the Education Land.
- (c) At the time of providing to the Minister the Site Audit Statement referred to in **clause 3.2(a)** of this Schedule, the Third Landowner must provide security by way of a Bank Guarantee in the amount of \$1 million, to be retained by the Minister for a period of 12 months (**Retention Period**).
- (d) If at any time during the Retention Period, the Minister has any reasonable cause to believe that, notwithstanding the provision of any Site Audit Statement under **clause 3.2(a)** of this Schedule, Remediation of the Education Land was not undertaken to the standard required for the use specified under **clause 3.2(a)** of this Schedule, then the Minister may, at the Minister's absolute discretion, call upon the Bank Guarantee up to the amount necessary to investigate the environmental condition of the land and undertake any further Remediation for the purpose of Remediating the Education Land to that standard.

- (e) At the end of the Retention Period, the Minister must return to the Third Landowner the whole or, subject to **clause 3.2(d)** of this Schedule, any remaining amount of, the security provided under **clause 3.2(c)** of this Schedule.

3.3 Compulsory acquisition

- (a) If the Developer and the Third Landowner do not comply with **clause 3.1** of this Schedule, the Developer and the Third Landowner consent to the Minister or the Minister's nominee, at the appropriate time, compulsorily acquiring the Education Land in accordance with the Just Terms Act for an amount of \$1.
- (b) The Developer and the Third Landowner, and the Minister or the Minister's nominee, agree that in relation to the acquisition of the Education Land:
 - (i) **clause 3.3(a)** of this Schedule is taken to be an agreement between the Developer and the Third Landowner, and the Minister or the Minister's nominee, for the purpose of section 30 of the Just Terms Act; and
 - (ii) in **clause 3.3(a)** of this Schedule, the Developer and the Third Landowner, and the Minister or the Minister's nominee, acknowledge that they have agreed on all relevant matters concerning the compulsory acquisition and the compensation to be paid for the acquisition.
- (c) The Third Landowner and the Developer must ensure that the Education Land transferred under this **clause 3.3** is free of all encumbrances and affectations (including any charge or liability for rates, Taxes and charges) on the date that the Developer and the Third Landowner are liable to transfer the Education Land to the Minister or the Minister's nominee in accordance with this clause.
- (d) The Developer and the Third Landowner indemnify and agree to keep indemnified the Minister or the Minister's nominee against all claims made against the Minister or the Minister's nominee if the Minister or the Minister's nominee must pay compensation under Part 3 of the Just Terms Act to any person other than the Third Landowner.
- (e) The Developer and the Third Landowner must pay the Minister or the Minister's nominee, promptly on demand, an amount equivalent to all costs, charges and expenses incurred by the Minister or the Minister's nominee in acquiring the whole or any part of the Education Land and any other land required in connection with the Education Land as required by this clause.

3.4 Additional security

- (a) The Minister reserves the right to call for additional security in relation to the transfer of the Education Land in accordance with this clause, but only where:

- (i) the Developer or the Third Landowner provides written notification to the Minister prior to the transfer of the Education Land that it is proposed to transfer the Education Land subject to any of the encumbrances referred to in **clause 3.1(d)(iii)** of this Schedule (**Encumbrances**); or
 - (ii) the Developer and the Third Landowner transfer the Education Land subject to Encumbrances.
- (b) Without limitation, the Minister may require the Developer or the Third Landowner to provide an additional Bank Guarantee, insurance bond or other agreed form of security in order to secure the costs of removing any Encumbrances noted on the title(s) to the Education Land. **Clause 1 of Schedule 4** will apply to any Bank Guarantee provided under this clause.

3.5 Reimbursement of the Minister or Minister's nominee's costs

The Developer and the Third Landowner agree to reimburse the Minister or the Minister's nominee, promptly on demand, an amount equivalent to the Minister or the Minister's nominee's reasonable costs incurred in compulsorily acquiring the Education Land under **clause 3.3**. Where either the Developer or the Third Landowner has not complied, in whole or in part, with **clause 3.1** of this Schedule, this amount may include any costs associated with the Remediation of the Education Land to facilitate the use of the Education Land as a primary school and for public sports and playing fields.

Schedule 4

Security

1 Bank Guarantee

1.1 Developer and Landowners to provide Bank Guarantees

- (a) In order to secure the payment of each Contribution Amount, Registration of this document on title and the removal of any encumbrances as referred to in **clause 3** of **Schedule 3**, the Developer and the Landowners have agreed to provide security in the form of a Bank Guarantee.
- (b) A Bank Guarantee required to be provided under this document must:
 - (i) name the "Minister for Planning and Department of Planning and Environment ABN 38 755 709 681" as the relevant beneficiaries; and
 - (ii) not have an expiry date.

1.2 Bank Guarantee

- (a) Upon execution of this document, the Developer and the Landowners will provide security to the Minister in the form of one or more Bank Guarantees for a face value equivalent to \$200,000, being security in the amount of \$40,000 for each Contribution Area.
- (b) From the date of execution of this document until the date that this document is released and discharged with respect to one or more Contribution Areas, the Minister will be entitled to retain the Bank Guarantee provided under **clause 1.2(a)** of this Schedule for the relevant Contribution Area or Contribution Areas.
- (c) Where one or more Bank Guarantees are required to be provided to the Minister under **clause 8.1(g)**, such Bank Guarantee or Bank Guarantees must be provided in the amount(s) required by the Minister under that clause. From the date that the Bank Guarantee or Bank Guarantees are provided under **clause 8.1(g)** until the date that this document is registered on the corresponding titles comprising the Land, the Minister will be entitled to retain the Bank Guarantee or Bank Guarantees to secure registration of this document over the corresponding Lots comprising the Land.

1.3 Claims under the Bank Guarantee

- (a) The Minister may:

- (i) call upon any Bank Guarantee provided under this document where the Developer and the Landowners have failed to pay a Contribution Amount in respect of the relevant part of the Land to which the Bank Guarantee relates on or before the due date for payment under this document, or are otherwise in default of their obligations under this document in respect of the relevant part of the Land to which the Bank Guarantee relates; and
 - (ii) retain and apply such monies towards the costs and expenses incurred by the Minister in rectifying any default by the relevant Party under this document.
- (b) Prior to calling on a Bank Guarantee, the Minister must give the Developer or the relevant Landowner (as applicable) not less than 10 Business Days written notice.
- (c) If:
 - (i) the Minister calls upon any Bank Guarantee; and
 - (ii) applies all or part of such monies to towards the costs and expenses incurred by the Minister in rectifying any default or non-compliance by the Developer or a Landowner under this document; and
 - (iii) has notified the Developer or the relevant Landowner (as applicable) under **clause 1.3(b)** of this Schedule,then the Developer or the relevant Landowner (as applicable) must provide to the Minister a replacement Bank Guarantee to ensure that at all times until the date that this document is released and discharged with respect to the whole of the Land, the Minister is in possession of:
 - (A) a Bank Guarantee for a face value equivalent to \$200,000, being security in the amount of \$40,000 for each Contribution Area, subject to any increases resulting from the provision of additional security under **clauses 13.1(b)(i)** or **13.2(e)(ii)**; and
 - (B) a Bank Guarantee or Bank Guarantees for any amount(s) required to be provided to the Minister pursuant to **clause 8.1(g)** of this document.

1.4 Release of Bank Guarantee

If:

- (a) the Developer and the relevant Landowners have satisfied all of their obligations under this document secured by the relevant Bank Guarantee; and
- (b) the whole of the monies secured by the relevant Bank Guarantee have not been expended and the monies accounted for,

then the Minister will promptly return the relevant Bank Guarantee (less any costs, charges, duties and taxes payable) or the remainder of the monies

secured by the relevant Bank Guarantee (as the case may be) to the Developer and the relevant Landowners.

2 Charge over Land

2.1 Grant of charge

- (a) To support the caveat referred to in **clause 8.3** of the document, the Developer and the Landowners charge their rights, titles and interests in the Land in favour of the Minister to secure:
 - (i) the proper and timely performance of their obligations under this document; and
 - (ii) any damages that may be payable to the Minister in the event of any breach of this document by the Developer or any Landowner.
- (b) At any time upon the Minister's request, the Developer is to, promptly and at its cost:
 - (i) give the Minister a written instrument in registrable form under the *Real Property Act 1900* (NSW) effective to register the charge on title to the Land;
 - (ii) obtain all necessary consents for the registration of the charge; and
 - (iii) produce the certificates of title for the Land to permit the registration of the charge.

2.2 Minister may caveat

For the purposes of **clause 8.3** of this document, the Developer and the Landowners consent to the Minister registering a caveat on the title of the Land to which the charge granted under **clause 2.1** of this Schedule applies.

2.3 Consent

The provisions in **clause 8.3(b)** of this document apply to the removal of the charge from the Land.

Schedule 5

Explanatory Note

Environmental Planning and Assessment Regulation 2000

(Clause 25E)

Explanatory Note

Draft Planning Agreement

Under section 93F of the *Environmental Planning and Assessment Act 1979* (NSW)

1 Parties

The Minister for Planning of the Department of Planning and Environment, 23-33 Bridge Street, Sydney NSW 2000 (**Minister**)

Goodman Property Services (Aust) Pty Limited ABN 40 088 981 793 of Level 17, 60 Castlereagh Street, Sydney NSW 2000 (**Developer**)

The Trust Company Limited ABN 59 004 027 749 as custodian for the Carter Street Trust ABN 12 909 843 665 (**First Landowner**)

The Trust Company Limited ABN 59 004 027 749 as custodian for the Hill Road Trust ABN 54 244 152 320 (**Second Landowner**)

The Trust Company Limited ABN 59 004 027 749 as custodian for the IBC Trust ABN 30 476 081 229 (**Third Landowner**)

Tallina Pty Ltd ACN 090 716 895 as trustee for the Carter Street Trust ABN 12 909 843 665

Tallina Pty Ltd ACN 090 716 895 as trustee for the Hill Road Trust ABN ABN 54 244 152 320

Tallina Pty Ltd ACN 090 716 895 as trustee for the IBC Trust ABN 30 476 081 229

2 Description of subject land

Lots 16 to 19 and 23 to 28 in DP225350, Lot 200 in DP1160458, Lot 2 in DP234801 and Lot 301 in DP541070 (**Land**).

3 Description of proposed change to environmental planning instrument

A new State Environmental Planning Policy (**Proposed SEPP**) and associated Development Control Plan is proposed. The Proposed SEPP will amend the *Auburn Local Environmental Plan 2010 (ALEP)* to rezone the Land and vary the development controls for maximum allowable building heights and floor space ratios.

4 Summary of objectives, nature and effect of the draft planning agreement

4.1 Objectives of Planning Agreement

The objective of the Planning Agreement is to facilitate the development and improvement of public facilities within the Carter Street Priority Precinct and specifically to allow for:

- (a) the provision of a monetary contribution to the Minister at the rate of \$100 per square metre of Allowable GFA permitted under the ALEP (subject to CPI indexation); and
- (b) the dedication of the Education Land for the purpose of a primary school operated for the benefit of the public by the Department of Education & Communities and for the purpose of public sports and playing fields.

4.2 Nature and effect of Planning Agreement

The Planning Agreement constitutes a planning agreement under section 93F of the Act. The Planning Agreement will be registered on the title to the Land.

5 Assessment of the merits of the draft planning agreement

5.1 The planning purposes served by the Planning Agreement

The Planning Agreement:

- (a) promotes the orderly and economic use and development of the Land to which the Planning Agreement applies;
- (b) facilitates the provision of land for public purposes in connection with the Planning Proposal and the Development;
- (c) facilitates the provision of community services and facilities; and

- (d) promotes increased opportunity for the public in environmental planning and assessment.

5.2 How the Planning Agreement promotes the public interest

The Planning Agreement will promote the public interest by promoting the objects of the Act as set out in sections 5(a)(ii), (iv), (v) and 5(c) of the Act.

5.3 For Planning Authorities:

Development Corporations – How the Planning Agreement promotes its statutory responsibilities

Not Applicable

Other Public Authorities – How the Planning Agreement promotes the objects (if any) of the Act under which it is constituted

Not Applicable

Councils – How the Planning Agreement promotes the elements of the Council's Charter

Not Applicable

All Planning Authorities – Whether the Planning Agreement conforms with the Authority's Capital Works Program

Not applicable

5.4 Certain requirements of the Planning Agreement to be complied with before issue of Planning Approval or issue of a Complying Development Certificate, Construction Certificate or Subdivision Certificate

The Contribution Amount is to be paid in stages.

Prior to the issue of any Planning Approval in relation to any part of the Land in a Contribution Area or prior to the issue of any Complying Development Certificate, Construction Certificate or Subdivision Certificate for any part of the Land within that Contribution Area, whichever is the earlier, the Developer or the relevant Landowners must pay to the Minister the Contribution Amount for the whole of the Land within that Contribution Area. However the Developer or the relevant Landowners will not be required to pay any Contribution Amount prior to the issue of any Planning Approval, Complying Development Certificate, Construction Certificate or Subdivision Certificate for:

- (a) alterations or additions to any existing approved development or use of any part of the Land, being a development or use having the benefit of a Planning Approval that is valid and operative as at the date of commencement of the Planning Agreement;
- (b) a modification under section 96 of the Act to any existing approved development or use of any part of the Land, being a development or use having the benefit of a Planning Approval that is valid and operative as at the date of commencement of the Planning Agreement;

- (c) fitout or alterations to fitout of any buildings existing on any part of the Land as at the date of commencement of the Planning Agreement, provided that such fitout is not for the purposes of residential use of such buildings;
- (d) subdivision of the Land for the purpose of creating each Contribution Area and any roads which are required to be created for the purpose of creating each Contribution Area as identified in the Plan;
- (e) subdivision of Contribution Area 3 for the purpose of creating a separate title for the Education Land as identified in the Plan; or
- (f) remediation of the Education Land in accordance with the terms of the Planning Agreement.

The Third Landowner must provide to the Minister and the Developer must procure provision of, the form of transfer for the Education Land in accordance with the following timing:

- (i) within 30 Business Days of 9 September 2026; or
- (ii) where the leases that are registered on the Education Land as at the date of the Planning Agreement expire or are terminated (**Termination Date**) on a date earlier than 30 Business Days after 9 September 2026, within 12 months after the Termination Date.

The provision of the Development Contributions is secured through the requirement for a Bank Guarantee in respect of the Minister's enforcement costs, registration of a caveat supported by a charge over the Land until the Planning Agreement is registered on the title to the Land, the ability for the Minister to call for Bank Guarantees up to \$1 million per Lot comprising the Land where the Planning Agreement is not registered on all Lots comprising the Land within 90 Business Days (in addition to the charge and the caveat) and then by registration of the Planning Agreement on the title to the Land. The Minister also has the ability to compulsorily acquire the Education Land in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991 (NSW)* if the Education Land is not dedicated in accordance with the Planning Agreement.

Execution

Executed as a deed.

Minister

Signed sealed and delivered)
by The Minister for Planning in the)
presence of:)

Signature of Witness

MARLENE BEZZINA
Name of Witness

Signature of Minister DELEGATE

SIMON OFFICER
Name of Minister DELEGATE

Developer

Signed sealed and delivered for and on
behalf of **Goodman Property Services
(Aust) Pty Limited** by its attorney under
power of attorney Book 450175 No. who states
that no notice of revocation of the power of
attorney has been received in the presence
of:

Signature of witness

Hannah Crabbe
Name of witness (BLOCK LETTERS)

117, 60 Castlereagh Street, Sydney
Address of witness NSW

Signature of Developer

Samantha Evans

First Landowner

Signed sealed and delivered for and on behalf of **The Trust Company Limited as custodian for the Carter Street Trust** by its attorney under power of attorney ~~Book.....No....~~ who states that no notice of revocation of the power of attorney has been received in the presence of:

Book 4676 No. 134



Signature of witness

MARIA AGUDERA

Name of witness (BLOCK LETTERS)
**L12, 123 PITT ST
SYDNEY**

Address of witness



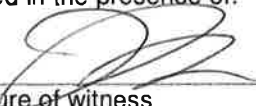
Attorney Trent Franklin
Manager Custody

Name of Attorney (print)

Second Landowner

Signed sealed and delivered for and on behalf of **The Trust Company Limited as custodian for the Hill Road Trust** by its attorney under power of attorney ~~Book.....No....~~ who states that no notice of revocation of the power of attorney has been received in the presence of:

Book 4676 No. 134



Signature of witness

MARIA AGUDERA

Name of witness (BLOCK LETTERS)
**L12, 123 PITT ST
SYDNEY**

Address of witness



Attorney Trent Franklin
Manager Custody

Name of Attorney (print)

Third Landowner

Signed sealed and delivered for and on behalf of **The Trust Company Limited as custodian for the IBC Trust** by its attorney under power of attorney ~~Book No.~~ ^{Book 4676 No.134} who states that no notice of revocation of the power of attorney has been received in the presence of:

Signature of witness

MARIA AGUDERA

Name of witness (BLOCK LETTERS)

**L12, 123 PITT ST
SYDNEY**

Address of witness

Attorney

Trent Franklin
Manager Custody

Name of Attorney (print)
Attorney

Trustees

Signed sealed and delivered for and on behalf of **Tallina Pty Ltd as trustee for the Carter Street Trust** by its attorney under power of attorney ~~Book No.~~ ^{Book 4676 No.134} who states that no notice of revocation of the power of attorney has been received in the presence of:

Signature of witness

Hannah Crabbe

Name of witness (BLOCK LETTERS)

Level 17, 60 Castlereagh Street

Address of witness

Sydney NSW

Attorney

Samantha Evans

Name of Attorney (print)

Signed sealed and delivered for and on behalf of **Tallina Pty Ltd as trustee for the Hill Road Trust** by its attorney under power of attorney Book 1507136 who states that no notice of revocation of the power of attorney has been received in the presence of:



Signature of witness

Hannah Crabbe

Name of witness (BLOCK LETTERS)

Level 17, 60 Castlereagh Street
Address of witness Sydney NSW

Signed sealed and delivered for and on behalf of **Tallina Pty Ltd as trustee for the IBC Trust** by its attorney under power of attorney Book 1507136 who states that no notice of revocation of the power of attorney has been received in the presence of:



Signature of witness

Hannah Crabbe

Name of witness (BLOCK LETTERS)

Level 17, 60 Castlereagh Street
Address of witness Sydney NSW



Attorney

Samantha Evans

Name of Attorney (print)



Attorney

Samantha Evans

Name of Attorney (print)
Attorney